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Attorneys for *Plaintiff*  
TICKETMASTER L.L.C.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

TICKETMASTER L.L.C., a Virginia  
limited liability company,

Plaintiff,

vs.

RMG TECHNOLOGIES, INC., a  
Delaware corporation, and DOES 1  
through 10, inclusive,

Defendants.

RMG TECHNOLOGIES, INC., a  
Delaware corporation,

Counterclaim-Plaintiff,

vs.

TICKETMASTER L.L.C., a Virginia  
limited liability company,  
IAC/INTERACTIVE CORP., a  
Delaware corporation and DOES 1  
through 10, inclusive,

Counterclaim-Defendants.

Case No. CV 07-2534-ABC (JCx)

**[PROPOSED] PROTECTIVE  
ORDER**

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material entitled to be kept confidential, and ensure that protection is afforded only to material so entitled, it is, pursuant to the Court's authority under F.R.C.P. 26(c)(7), hereby ORDERED:

1. **Scope of Order.** This Order is intended to facilitate the parties' production of documents as part of voluntary disclosure and in response to discovery requests. Nothing in this order is to be construed to expand or limit the parties' discovery obligations. This Order covers the production and use of all Discovery Materials in this action not previously ordered to be produced by the Court that constitute, contain or disclose, in whole or in part, information which the designating party deems to be "Confidential Information" or "Sensitive Confidential Information." All Documents, Pleadings, and testimony containing Confidential Information or "Sensitive Confidential Information" shall be protected in accordance with the terms of this Order. Although Discovery Materials and Pleadings that quote, summarize, or contain materials entitled to protection may be accorded status as Confidential Information or Sensitive Confidential Information, to the extent feasible these materials shall be prepared in such a manner that the Confidential Information or Sensitive Confidential Information is bound separately from that not entitled to protection.

2. **General Definitions.** For purposes of this Order, the following terms have the following meanings:

a. "Document" shall mean and include, without limitation, all materials, electronic information and tangible things defined as broadly as permitted under Federal Rule of Civil Procedure 34.

b. "Discovery Materials" shall mean and include, without limitation, Documents, responses to interrogatories, requests for admissions, or other discovery requests, physical objects, samples, CD-ROMs, tapes, or other items, deposition transcripts and exhibits thereto, and information provided by or

on behalf of the Parties or any third party pursuant to subpoena or otherwise created or included in the course of discovery.

c. "Pleadings" shall mean and include, without limitation, all papers, motions, briefs, affidavits, declarations, exhibits, etc., filed with the Court.

d. "Party" or "Parties" shall mean and include the parties to this litigation and their respective current and former officers, employees, agents, affiliates and subsidiaries.

e. "Designating Party" shall mean the Party designating Discovery Material as "Confidential Information" or "Sensitive Confidential Information."

3. **Confidential Information Defined.** For purposes of this Order, "Confidential Information" shall mean and include any information (regardless of how it is generated, stored, or maintained), including Documents, Discovery Materials and Pleadings, that contains information within the scope of Federal Rule of Civil Procedure 26(c) or which is a trade secret, proprietary, confidential commercial or business information, or otherwise confidential or private. For certain limited types of "Confidential Information," the producing party may further designate such Confidential Information as "Sensitive Confidential Information," as discussed more fully in Section 4 below. "Confidential Information" shall not include Documents that have been ordered produced before entry of this protective order by a previous order of the Court. Disclosure of such Documents shall continue to be governed by the terms of any such previous order.

4. **Sensitive Confidential Information Defined.** "Sensitive Confidential Information" is information which, if known by the party to whom it is disclosed, would be inherently harmful to the Designating Party's business. "Sensitive Confidential Information" may include the Designating Party's proprietary financial information or reports, to the extent any such information or

1 reports is not relevant to any claim for damages. "Sensitive Confidential  
 2 Information" may not include any information, testimony or Documents relevant to  
 3 any Designating Party's damages claims or calculations, or other information  
 4 ordered by the Court to be disclosed under particular conditions and to specified  
 5 parties. "Sensitive Confidential Information" shall not include Documents that  
 6 have been ordered produced before entry of this protective order by a previous  
 7 order of the Court. Disclosure of such Documents shall continue to be governed by  
 8 the terms of any such previous order.

9           5. **Designating Protected Material.** All designations shall be  
 10 made in good faith by the Designating Party and made at the time of disclosure,  
 11 production, or tender, provided that the inadvertent failure to so designate does not  
 12 constitute a waiver of such claim, and a producing party may so designate the  
 13 information after such information has been produced, with the effect that such  
 14 information is thereafter subject to the protections of this Order. The designation of  
 15 Discovery Materials in the form of Documents and Discovery Materials other than  
 16 depositions or other pretrial testimony as Confidential Information or Sensitive  
 17 Confidential Information shall be made by the Designating Party in the following  
 18 manner:

19           a. Documents designated "Confidential" shall be so marked  
 20 by affixing the legend "CONFIDENTIAL" or similar confidential designation on  
 21 each page containing any Confidential Information (or in the case of computer  
 22 medium on the medium and its label and/or cover) to which the designation applies.

23           b. Documents designated "Sensitive Confidential" shall be  
 24 so marked by conspicuously affixing the legend "SENSITIVE CONFIDENTIAL"  
 25 on each page (or in the case of computer medium on the its label and/or cover) to  
 26 which the designation applies. Designations of "Sensitive Confidential" shall  
 27 constitute a representation that such Discovery Material has been reviewed by an  
 28 attorney for the Designating Party and that there is a valid basis for such

1 designation because the relevant Discovery Material is highly confidential, the  
2 disclosure of which is likely to be commercially damaging to the Designating Party.  
3 Such information should not be disclosed to any employees of the Party receiving  
4 such information, absent Court order, even though employees are bound by this  
5 Order and Agreement.

6 c. If a Document has more than one designation, the more  
7 restrictive or higher confidential designation applies.

8 d. Documents that have been ordered produced before entry  
9 of this Order by a previous order of the Court shall not be designated  
10 "Confidential" or "Sensitive Confidential." Disclosure of such Documents shall  
11 continue to be governed by the terms of any such previous order.

12 6. **Designation of Deposition Testimony.** All depositions taken  
13 in this case and the transcripts thereof shall automatically be treated as Sensitive  
14 Confidential Information for 20 days after receipt of the transcript. This 20-day  
15 period will begin running the day after the transcript is received by counsel for the  
16 party defending the deposition and will conclude at the end of the 20th consecutive  
17 day (including weekends and holidays). Any confidentiality designation must be  
18 sent to opposing counsel by the end of the 20th day. During the deposition or  
19 during this 20-day time period, any Party may designate the deposition or any  
20 portion thereof as Confidential Information or Sensitive Confidential Information.  
21 Upon delivery of such designation to the other Party, the entire deposition transcript  
22 or the designated portion thereof shall be treated as Confidential Information or  
23 Sensitive Confidential Information subject to this Stipulation. If any deposition  
24 transcript or portion thereof has not been designated as Confidential Information or  
25 Sensitive Confidential Information by the expiration of the 20-day period after  
26 receipt of the transcript, that deposition or portion will no longer be Confidential  
27 Information or Sensitive Confidential Information.

1           7.    **Basic Disclosure Principles.**   Neither the Parties nor their  
2 counsel shall permit disclosure of Confidential Information or Sensitive  
3 Confidential Information to anyone except as provided by this Order, and only after  
4 the conditions stated in this Order have been met.

5           8.    **Disclosure of Confidential Information.**   Confidential  
6 Information may not be disclosed to any person except:

7                   a.   Any Party to this action, including their Information  
8 Technology staff;

9                   b.   Counsel for the Parties in this action, including their  
10 paralegals and clerical staff, experts, consultants and in-house counsel;

11                  c.   Experts (whether consulting or testimonial) in this action  
12 to whom disclosure is reasonably necessary to the conduct this action , or to  
13 maintain the security of the ticketmaster.com website, provided that experts shall  
14 not have access to Confidential Information or Sensitive Confidential Information  
15 without having first read, acknowledged, and agreed to be bound by this Order by  
16 executing the Declaration attached as Exhibit A;

17                  d.   The Court and its personnel;

18                  e.   Court reporters engaged for depositions, hearings or trial;

19                  f.   Witnesses in this action to the extent necessary for the  
20 conduct of this litigation and who have first signed the Agreement to be Bound by  
21 Protective Order attached as Exhibit A;

22                  g.   The author(s) or any recipient of the document or the  
23 original source of the information in any document; and

24                  h.   Professional vendors that provide litigation support  
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, etc.) and their employees who have first signed the Agreement to  
27 be Bound by Protective Order attached as Exhibit A.

1           9.     **Disclosure of Sensitive Confidential Information.** Sensitive  
 2 Confidential Information shall be subject to the same restrictions as Confidential  
 3 Information but Sensitive Confidential Information may only be disclosed to the  
 4 parties identified in Sections 8(b)-(e) and (g)-(h), above, and 8(f) above to the  
 5 extent the witness currently has or would be expected to have knowledge of the  
 6 contents of the document, and to no one else.

7           10.   **Use of Discovery Material.** Confidential Information and  
 8 Sensitive Confidential Information produced in this litigation shall be used for  
 9 purposes of this action and to maintain the security of ticketmaster.com. The  
 10 persons or entities identified in Sections 8-9, above, to whom Confidential  
 11 Information or Sensitive Confidential Information is disclosed pursuant to this  
 12 Order shall not make any copies of or use such Confidential Information or  
 13 Sensitive Confidential Information for any purpose, whatsoever, except those  
 14 related to this action or to maintain the security of ticketmaster.com. Nothing in  
 15 this Order shall prohibit any person or entity owning rights in or to Confidential  
 16 Information or Sensitive Confidential Information from using such information in  
 17 any manner consistent with such ownership rights, including, for example, the use  
 18 of Confidential Information maintained by the Parties in the ordinary course of the  
 19 Parties' business, though any prohibition or restriction on any such use of such  
 20 Confidential Information or Sensitive Confidential Information in any previous  
 21 order of the Court shall continue to govern use of such information. This Order  
 22 shall not limit the right of any Party to assert any claim in this or any other action.

23           11.   **Offering Materials into Evidence.** If in connection with any  
 24 motion or other proceeding in this action, any Party intends to offer into evidence,  
 25 reference, or attach as exhibits to any Pleading any Documents or other materials  
 26 that would reveal or tend to reveal Confidential Information or Sensitive  
 27 Confidential Information, such evidence shall be redacted to remove all  
 28 Confidential Information or Sensitive Confidential Information that is not



1 reasonably necessary for the Court to understand the purpose of the Document as  
2 described in the Pleading and to effect the reasonable purpose of the offering party  
3 in submitting the document.

4 **12. Filing of Materials Containing Confidential Information.**

5 When a Party intends to file with the Court, or otherwise introduce into evidence,  
6 any Documents, testimony, or any other material containing Confidential  
7 Information or Sensitive Confidential Information that cannot be redacted pursuant  
8 to Section 11, above, counsel for the filing or offering party shall notify counsel for  
9 the Designating Party of such intent. Such notifications shall be made within a  
10 reasonable time not less than two business days before filing, such that the  
11 Designating Party has an opportunity to object to the necessity of the disclosure of  
12 the Document as presented and to work out an acceptable alternative to the  
13 proposed disclosure. The parties shall endeavor to reach agreement on any  
14 redactions or other methods which may be available to permit the filing or  
15 introduction of the Confidential Information or Sensitive Confidential Information  
16 with the Court such that the evidentiary objectives of the offering party can be met  
17 without disclosure of Confidential Information or Sensitive Confidential  
18 Information.

19 **13. Filing Under Seal.** Any Confidential Information or Sensitive  
20 Confidential Information filed with the Court shall be filed in a sealed envelope  
21 bearing the designation "Confidential: Subject to Protective Order."

22 **14. Right To Redact.** Notwithstanding the right to designate  
23 information as Confidential or Sensitive Confidential, the Parties may redact from  
24 Discovery Material information that would qualify as Sensitive Confidential  
25 Information under this Order, but which is irrelevant or otherwise not responsive to  
26 the discovery request giving rise to production of the Discovery Material.

27 **15. Duration.** This Order shall continue to be binding throughout  
28 and after the conclusion of this action, including any appeal thereof. This Order, as

1 an Agreement, shall remain in effect until all Confidential Information or Sensitive  
 2 Confidential Information is returned to the Designating Party or destroyed, as  
 3 provided below. Within thirty (30) days after termination of this action by  
 4 dismissal, final non-appealable judgment or otherwise, each Party shall return to  
 5 counsel for the Designating Party all information designated Confidential  
 6 Information or Sensitive Confidential Information under this Order, including all  
 7 copies, prints, excerpts, and other reproductions of said information, however  
 8 generated or maintained. In the alternative, counsel receiving Confidential  
 9 Information or Sensitive Confidential Information may supervise the destruction of  
 10 all Confidential Information or Sensitive Confidential Information, including all  
 11 copies, prints, excerpts, and other reproductions of said information, however  
 12 generated or maintained. Counsel shall then advise all parties' counsel in writing  
 13 that all Confidential Information or Sensitive Confidential Information, including  
 14 all copies, prints, excerpts, and other reproductions of said information, however  
 15 generated or maintained, have been destroyed or returned.

16 16. **Limiting Disclosure.** All reasonable efforts shall be made by  
 17 counsel of record to limit disclosure of Confidential Information or Sensitive  
 18 Confidential Information to the minimum number of persons necessary to conduct  
 19 this action or to maintain the security of the ticketmaster.com website.

20 17. **Access to Additional Person(s).** To the extent a Party decides  
 21 that in order to understand or evaluate any Confidential Information the assistance  
 22 of person(s) not otherwise entitled to access to Confidential Information is  
 23 necessary, that party may request permission of the Designating Party to show such  
 24 information to the specifically identified additional person(s). The Party receiving  
 25 the request shall respond promptly and shall not unreasonably withhold consent. If  
 26 permission is granted, the Confidential Information may be shown to the additional  
 27 person(s), subject to the requirement that such person(s) agree to be bound by the  
 28 terms of this Order and Agreement. Any disclosure of Confidential Information

1 under this paragraph shall not result in a waiver or termination of any of the rights  
2 and obligations to any other Party or person under this Order. If permission is  
3 denied, the requesting Party may file an application *in camera* and under seal with  
4 the Court referencing the Confidential Information to be disclosed and, where  
5 appropriate, stating with particularity the reason or reasons assistance is needed,  
6 and naming the person to whom the Confidential Information is to be disclosed to  
7 obtain assistance.

8           18. **Challenges to Confidential Designation or to Redactions in**  
9 **Discovery Materials.** In the event the recipient party disagrees with any  
10 designation of confidentiality or with the redaction of any information in Discovery  
11 Material, the Parties shall attempt to resolve such dispute on an informal basis. If  
12 the dispute is not resolved informally, the recipient party, by motion, may contest  
13 the confidential designation or redaction. Pending resolution of the motion, the  
14 disputed material will continue to be treated as designated (*i.e.*, either Confidential  
15 or Sensitive Confidential). If the Court determines that any materials are not  
16 entitled to confidential treatment, confidentiality will nonetheless be maintained for  
17 fifteen (15) days subsequent to the Court's decision unless the Court, upon motion  
18 and for good reason shown, shall reduce or lengthen the time. If the Court  
19 determines that any materials are not entitled to redaction, the producing party shall  
20 disclose the redacted information within fifteen (15) days subsequent to the Court's  
21 decision unless the Court, upon motion and for good reason shown, shall reduce or  
22 lengthen the time.

23           19. **Declassification.** The restrictions on disclosure and use of  
24 Confidential Information or Sensitive Confidential Information set forth herein  
25 shall not continue to apply to information, which, at the time of disclosure, or  
26 thereafter, becomes a part of the public domain by publication or otherwise, other  
27 than a result of a wrongful act or failure to act on the part of the Party claiming this  
28 exclusion. However, the restrictions shall continue to apply if such publication or

1 other disclosure results from criminal, tortious or otherwise unlawful acts or  
 2 omissions. A Party seeking to declassify material designated as Confidential  
 3 Information may move the Court for a ruling that the material is not entitled to such  
 4 status and protection.

5 20. **Right to Assert Other Objections.** This Order shall not be  
 6 construed as requiring any Party to produce information or documents which are  
 7 privileged or otherwise protected from discovery by the Federal Rules of Civil  
 8 Procedure. Nothing herein shall be construed or applied to affect the rights of any  
 9 Party to discovery or to assert any privilege or objection, or to prohibit any Party  
 10 from seeking such further provisions or relief as it deems necessary or desirable  
 11 regarding this Order or the matter of confidentiality.

12 21. **Use During Trial.** This Order is intended to govern the  
 13 exchange and use of materials, information and Documents during discovery, trial  
 14 preparation, and post-trial proceedings. Questions regarding the use of Confidential  
 15 Information or Sensitive Confidential Information during the trial of this action, if  
 16 any, will be addressed by the Court at a later time prior to or during trial.

17 22. **Subpoena or Order.** If a Party is served with a subpoena or an  
 18 order issued in other litigation that would compel disclosure of any information or  
 19 items designated in this action as Confidential or Sensitive Confidential, counsel for  
 20 the receiving party must so notify counsel for the Designating Party in writing  
 21 immediately, and in no event more than three court days after receiving the  
 22 subpoena or order. Counsel for the receiving party also must inform in writing the  
 23 party who caused the subpoena or order to issue in the other litigation that some or  
 24 all the material covered by the subpoena or order is the subject of this Order.

25 The purpose of imposing these duties is to alert the interested parties to  
 26 the existence of this Order and to afford the Designating Party in this case an  
 27 opportunity to try to protect its confidentiality interests in the court from which the  
 28 subpoena or order issued. Nothing in these provisions should be construed as

1 authorizing or encouraging a receiving party in this action to disobey a lawful  
2 directive from another court.

3           23. **Inadvertent Production.** If a Party through inadvertence  
4 produces or provides discovery that it believes is subject to a claim of attorney-  
5 client privilege, common interest privilege, or work product immunity, the  
6 producing party may give written notice to the receiving party that the Document is  
7 subject to a claim of attorney-client privilege, common interest privilege, or work  
8 product immunity and request that the Document be returned to the producing  
9 party. The receiving party shall immediately return to the producing party all  
10 copies of such Document and shall return or destroy all excerpts and summaries  
11 thereof. Return of the document by the receiving party shall not constitute an  
12 admission or concession, or permit any inference, that the returned Document is, in  
13 fact, properly subject to a claim of attorney-client privilege, common interest  
14 privilege or work product immunity, nor shall it foreclose the receiving party from  
15 moving for an order that such Document has been improperly designated as subject  
16 to a claim of attorney-client privilege, common interest privilege, or work product  
17 immunity or should be produced for reasons other than a waiver caused merely by  
18 the inadvertent production. The inadvertent disclosure of any privileged documents  
19 shall not be deemed a waiver of that privilege as to any other Documents, testimony  
20 or evidence.

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DISTRICT COURT JUDGE

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_[print or type full name], of  
\_\_\_\_\_[print or type full address],  
declare under penalty of perjury that I have read and understand the Protective  
Order that was entered by the United States District Court for the Central District of  
California in the case of *Ticketmaster, L.L.C. v. RMG Technologies, Inc.*, Case No.  
CV-07-2534 ABC (JCx). I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that failure to  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Protective Order to any person or entity except in strict  
compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Central District of California  
for the purpose of enforcing the terms of this Protective Order, even if such  
enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

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41176504.4

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14 Attorneys for *Plaintiff*  
15 TICKETMASTER L.L.C.

16 UNITED STATES DISTRICT COURT

17 CENTRAL DISTRICT OF CALIFORNIA

18 TICKETMASTER L.L.C., a Virginia  
19 limited liability company,

20 Plaintiff,

21 vs.

22 RMG TECHNOLOGIES, INC., a  
23 Delaware corporation, and DOES 1  
24 through 10, inclusive,

25 Defendants.

26 RMG TECHNOLOGIES, INC., a  
27 Delaware corporation,

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**[PROPOSED] PROTECTIVE  
ORDER**

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2. **General Definitions.** For purposes of this Order, the following terms have the following meanings:

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1 on behalf of the Parties or any third party pursuant to subpoena or otherwise created  
2 or included in the course of discovery.

3 c. "Pleadings" shall mean and include, without limitation,  
4 all papers, motions, briefs, affidavits, declarations, exhibits, etc., filed with the  
5 Court.

6 d. "Party" or "Parties" shall mean and include the parties to  
7 this litigation and their respective current and former officers, employees, agents,  
8 affiliates and subsidiaries.

9 e. "Designating Party" shall mean the Party designating  
10 Discovery Material as "Confidential Information" or "Sensitive Confidential  
11 Information."

12 3. **Confidential Information Defined.** For purposes of this Order,  
13 "Confidential Information" shall mean and include any information (regardless of  
14 how it is generated, stored, or maintained), including Documents, Discovery  
15 Materials and Pleadings, that contains information within the scope of Federal Rule  
16 of Civil Procedure 26(c) or which is a trade secret, proprietary, confidential  
17 commercial or business information, or otherwise confidential or private. For  
18 certain limited types of "Confidential Information," the producing party may further  
19 designate such Confidential Information as "Sensitive Confidential Information," as  
20 discussed more fully in Section 4 below. "Confidential Information" shall not  
21 include Documents that have been ordered produced before entry of this protective  
22 order by a previous order of the Court. Disclosure of such Documents shall  
23 continue to be governed by the terms of any such previous order.

24 4. **Sensitive Confidential Information Defined.** "Sensitive  
25 Confidential Information" is information which, if known by the party to whom it is  
26 disclosed, would be inherently harmful to the Designating Party's business.  
27 "Sensitive Confidential Information" may include the Designating Party's  
28 proprietary financial information or reports, to the extent any such information or

1 reports is not relevant to any claim for damages. "Sensitive Confidential  
2 Information" may not include any information, testimony or Documents relevant to  
3 any Designating Party's damages claims or calculations, or other information  
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18 manner:

19           a. Documents designated "Confidential" shall be so marked  
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26 which the designation applies. Designations of "Sensitive Confidential" shall  
27 constitute a representation that such Discovery Material has been reviewed by an  
28 attorney for the Designating Party and that there is a valid basis for such

1 designation because the relevant Discovery Material is highly confidential, the  
2 disclosure of which is likely to be commercially damaging to the Designating Party.  
3 Such information should not be disclosed to any employees of the Party receiving  
4 such information, absent Court order, even though employees are bound by this  
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24 transcript or portion thereof has not been designated as Confidential Information or  
25 Sensitive Confidential Information by the expiration of the 20-day period after  
26 receipt of the transcript, that deposition or portion will no longer be Confidential  
27 Information or Sensitive Confidential Information.

1           7.    **Basic Disclosure Principles.**   Neither the Parties nor their  
 2 counsel shall permit disclosure of Confidential Information or Sensitive  
 3 Confidential Information to anyone except as provided by this Order, and only after  
 4 the conditions stated in this Order have been met.

5           8.    **Disclosure of Confidential Information.**   Confidential  
 6 Information may not be disclosed to any person except:

7                   a.   Any Party to this action, including their Information  
 8 Technology staff;

9                   b.   Counsel for the Parties in this action, including their  
 10 paralegals and clerical staff, experts, consultants and in-house counsel;

11                  c.   Experts (whether consulting or testimonial) in this action  
 12 to whom disclosure is reasonably necessary to the conduct this action , or to  
 13 maintain the security of the ticketmaster.com website, provided that experts shall  
 14 not have access to Confidential Information or Sensitive Confidential Information  
 15 without having first read, acknowledged, and agreed to be bound by this Order by  
 16 executing the Declaration attached as Exhibit A;

17                  d.   The Court and its personnel;

18                  e.   Court reporters engaged for depositions, hearings or trial;

19                  f.   Witnesses in this action to the extent necessary for the  
 20 conduct of this litigation and who have first signed the Agreement to be Bound by  
 21 Protective Order attached as Exhibit A;

22                  g.   The author(s) or any recipient of the document or the  
 23 original source of the information in any document; and

24                  h.   Professional vendors that provide litigation support  
 25 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 26 demonstrations, etc.) and their employees who have first signed the Agreement to  
 27 be Bound by Protective Order attached as Exhibit A.

1           9.     **Disclosure of Sensitive Confidential Information.** Sensitive  
 2 Confidential Information shall be subject to the same restrictions as Confidential  
 3 Information but Sensitive Confidential Information may only be disclosed to the  
 4 parties identified in Sections 8(b)-(e) and (g)-(h), above, and 8(f) above to the  
 5 extent the witness currently has or would be expected to have knowledge of the  
 6 contents of the document, and to no one else.

7           10.   **Use of Discovery Material.** Confidential Information and  
 8 Sensitive Confidential Information produced in this litigation shall be used for  
 9 purposes of this action and to maintain the security of ticketmaster.com. The  
 10 persons or entities identified in Sections 8-9, above, to whom Confidential  
 11 Information or Sensitive Confidential Information is disclosed pursuant to this  
 12 Order shall not make any copies of or use such Confidential Information or  
 13 Sensitive Confidential Information for any purpose, whatsoever, except those  
 14 related to this action or to maintain the security of ticketmaster.com. Nothing in  
 15 this Order shall prohibit any person or entity owning rights in or to Confidential  
 16 Information or Sensitive Confidential Information from using such information in  
 17 any manner consistent with such ownership rights, including, for example, the use  
 18 of Confidential Information maintained by the Parties in the ordinary course of the  
 19 Parties' business, though any prohibition or restriction on any such use of such  
 20 Confidential Information or Sensitive Confidential Information in any previous  
 21 order of the Court shall continue to govern use of such information. This Order  
 22 shall not limit the right of any Party to assert any claim in this or any other action.

23           11.   **Offering Materials into Evidence.** If in connection with any  
 24 motion or other proceeding in this action, any Party intends to offer into evidence,  
 25 reference, or attach as exhibits to any Pleading any Documents or other materials  
 26 that would reveal or tend to reveal Confidential Information or Sensitive  
 27 Confidential Information, such evidence shall be redacted to remove all  
 28 Confidential Information or Sensitive Confidential Information that is not



1 reasonably necessary for the Court to understand the purpose of the Document as  
 2 described in the Pleading and to effect the reasonable purpose of the offering party  
 3 in submitting the document.

4 **12. Filing of Materials Containing Confidential Information.**

5 When a Party intends to file with the Court, or otherwise introduce into evidence,  
 6 any Documents, testimony, or any other material containing Confidential  
 7 Information or Sensitive Confidential Information that cannot be redacted pursuant  
 8 to Section 11, above, counsel for the filing or offering party shall notify counsel for  
 9 the Designating Party of such intent. Such notifications shall be made within a  
 10 reasonable time not less than two business days before filing, such that the  
 11 Designating Party has an opportunity to object to the necessity of the disclosure of  
 12 the Document as presented and to work out an acceptable alternative to the  
 13 proposed disclosure. The parties shall endeavor to reach agreement on any  
 14 redactions or other methods which may be available to permit the filing or  
 15 introduction of the Confidential Information or Sensitive Confidential Information  
 16 with the Court such that the evidentiary objectives of the offering party can be met  
 17 without disclosure of Confidential Information or Sensitive Confidential  
 18 Information.

19 **13. Filing Under Seal.** Any Confidential Information or Sensitive  
 20 Confidential Information filed with the Court shall be filed in a sealed envelope  
 21 bearing the designation "Confidential: Subject to Protective Order."

22 **14. Right To Redact.** Notwithstanding the right to designate  
 23 information as Confidential or Sensitive Confidential, the Parties may redact from  
 24 Discovery Material information that would qualify as Sensitive Confidential  
 25 Information under this Order, but which is irrelevant or otherwise not responsive to  
 26 the discovery request giving rise to production of the Discovery Material.

27 **15. Duration.** This Order shall continue to be binding throughout  
 28 and after the conclusion of this action, including any appeal thereof. This Order, as

1 an Agreement, shall remain in effect until all Confidential Information or Sensitive  
 2 Confidential Information is returned to the Designating Party or destroyed, as  
 3 provided below. Within thirty (30) days after termination of this action by  
 4 dismissal, final non-appealable judgment or otherwise, each Party shall return to  
 5 counsel for the Designating Party all information designated Confidential  
 6 Information or Sensitive Confidential Information under this Order, including all  
 7 copies, prints, excerpts, and other reproductions of said information, however  
 8 generated or maintained. In the alternative, counsel receiving Confidential  
 9 Information or Sensitive Confidential Information may supervise the destruction of  
 10 all Confidential Information or Sensitive Confidential Information, including all  
 11 copies, prints, excerpts, and other reproductions of said information, however  
 12 generated or maintained. Counsel shall then advise all parties' counsel in writing  
 13 that all Confidential Information or Sensitive Confidential Information, including  
 14 all copies, prints, excerpts, and other reproductions of said information, however  
 15 generated or maintained, have been destroyed or returned.

16 16. **Limiting Disclosure.** All reasonable efforts shall be made by  
 17 counsel of record to limit disclosure of Confidential Information or Sensitive  
 18 Confidential Information to the minimum number of persons necessary to conduct  
 19 this action or to maintain the security of the ticketmaster.com website.

20 17. **Access to Additional Person(s).** To the extent a Party decides  
 21 that in order to understand or evaluate any Confidential Information the assistance  
 22 of person(s) not otherwise entitled to access to Confidential Information is  
 23 necessary, that party may request permission of the Designating Party to show such  
 24 information to the specifically identified additional person(s). The Party receiving  
 25 the request shall respond promptly and shall not unreasonably withhold consent. If  
 26 permission is granted, the Confidential Information may be shown to the additional  
 27 person(s), subject to the requirement that such person(s) agree to be bound by the  
 28 terms of this Order and Agreement. Any disclosure of Confidential Information



1 under this paragraph shall not result in a waiver or termination of any of the rights  
 2 and obligations to any other Party or person under this Order. If permission is  
 3 denied, the requesting Party may file an application *in camera* and under seal with  
 4 the Court referencing the Confidential Information to be disclosed and, where  
 5 appropriate, stating with particularity the reason or reasons assistance is needed,  
 6 and naming the person to whom the Confidential Information is to be disclosed to  
 7 obtain assistance.

8           18. **Challenges to Confidential Designation or to Redactions in**  
 9 **Discovery Materials.** In the event the recipient party disagrees with any  
 10 designation of confidentiality or with the redaction of any information in Discovery  
 11 Material, the Parties shall attempt to resolve such dispute on an informal basis. If  
 12 the dispute is not resolved informally, the recipient party, by motion, may contest  
 13 the confidential designation or redaction. Pending resolution of the motion, the  
 14 disputed material will continue to be treated as designated (*i.e.*, either Confidential  
 15 or Sensitive Confidential). If the Court determines that any materials are not  
 16 entitled to confidential treatment, confidentiality will nonetheless be maintained for  
 17 fifteen (15) days subsequent to the Court's decision unless the Court, upon motion  
 18 and for good reason shown, shall reduce or lengthen the time. If the Court  
 19 determines that any materials are not entitled to redaction, the producing party shall  
 20 disclose the redacted information within fifteen (15) days subsequent to the Court's  
 21 decision unless the Court, upon motion and for good reason shown, shall reduce or  
 22 lengthen the time.

23           19. **Declassification.** The restrictions on disclosure and use of  
 24 Confidential Information or Sensitive Confidential Information set forth herein  
 25 shall not continue to apply to information, which, at the time of disclosure, or  
 26 thereafter, becomes a part of the public domain by publication or otherwise, other  
 27 than a result of a wrongful act or failure to act on the part of the Party claiming this  
 28 exclusion. However, the restrictions shall continue to apply if such publication or

1 other disclosure results from criminal, tortious or otherwise unlawful acts or  
2 omissions. A Party seeking to declassify material designated as Confidential  
3 Information may move the Court for a ruling that the material is not entitled to such  
4 status and protection.

5 20. **Right to Assert Other Objections.** This Order shall not be  
6 construed as requiring any Party to produce information or documents which are  
7 privileged or otherwise protected from discovery by the Federal Rules of Civil  
8 Procedure. Nothing herein shall be construed or applied to affect the rights of any  
9 Party to discovery or to assert any privilege or objection, or to prohibit any Party  
10 from seeking such further provisions or relief as it deems necessary or desirable  
11 regarding this Order or the matter of confidentiality.

12 21. **Use During Trial.** This Order is intended to govern the  
13 exchange and use of materials, information and Documents during discovery, trial  
14 preparation, and post-trial proceedings. Questions regarding the use of Confidential  
15 Information or Sensitive Confidential Information during the trial of this action, if  
16 any, will be addressed by the Court at a later time prior to or during trial.

17 22. **Subpoena or Order.** If a Party is served with a subpoena or an  
18 order issued in other litigation that would compel disclosure of any information or  
19 items designated in this action as Confidential or Sensitive Confidential, counsel for  
20 the receiving party must so notify counsel for the Designating Party in writing  
21 immediately, and in no event more than three court days after receiving the  
22 subpoena or order. Counsel for the receiving party also must inform in writing the  
23 party who caused the subpoena or order to issue in the other litigation that some or  
24 all the material covered by the subpoena or order is the subject of this Order.

25 The purpose of imposing these duties is to alert the interested parties to  
26 the existence of this Order and to afford the Designating Party in this case an  
27 opportunity to try to protect its confidentiality interests in the court from which the  
28 subpoena or order issued. Nothing in these provisions should be construed as

1 authorizing or encouraging a receiving party in this action to disobey a lawful  
2 directive from another court.

3           23. **Inadvertent Production.** If a Party through inadvertence  
4 produces or provides discovery that it believes is subject to a claim of attorney-  
5 client privilege, common interest privilege, or work product immunity, the  
6 producing party may give written notice to the receiving party that the Document is  
7 subject to a claim of attorney-client privilege, common interest privilege, or work  
8 product immunity and request that the Document be returned to the producing  
9 party. The receiving party shall immediately return to the producing party all  
10 copies of such Document and shall return or destroy all excerpts and summaries  
11 thereof. Return of the document by the receiving party shall not constitute an  
12 admission or concession, or permit any inference, that the returned Document is, in  
13 fact, properly subject to a claim of attorney-client privilege, common interest  
14 privilege or work product immunity, nor shall it foreclose the receiving party from  
15 moving for an order that such Document has been improperly designated as subject  
16 to a claim of attorney-client privilege, common interest privilege, or work product  
17 immunity or should be produced for reasons other than a waiver caused merely by  
18 the inadvertent production. The inadvertent disclosure of any privileged documents  
19 shall not be deemed a waiver of that privilege as to any other Documents, testimony  
20 or evidence.

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EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address],  
declare under penalty of perjury that I have read and understand the Protective  
Order that was entered by the United States District Court for the Central District of  
California in the case of *Ticketmaster, L.L.C. v. RMG Technologies, Inc.*, Case No.  
CV-07-2534 ABC (JCx). I agree to comply with and to be bound by all the terms  
of this Stipulated Protective Order and I understand and acknowledge that failure to  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Protective Order to any person or entity except in strict  
compliance with the provisions of this Order. I further agree to submit to the  
jurisdiction of the United States District Court for the Central District of California  
for the purpose of enforcing the terms of this Protective Order, even if such  
enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

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**From:** Brown, Donald  
**Sent:** Friday, January 25, 2008 10:39 AM  
**To:** 'dnt@cogganlaw.com'  
**Cc:** Platt, Robert; Lee, Mark  
**Subject:** proposed protective order in Ticketmaster/RMG case

David:

Attached for your review is a proposed protective order regarding confidential documents and information in the Ticketmaster/RMG case.

Regards,

Donald R. Brown  
Manatt, Phelps & Phillips, LLP  
11355 West Olympic Blvd.  
Los Angeles, CA 90064  
310-312-4318 (phone)  
310-914-5817 (fax)

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3/12/2008

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**From:** Brown, Donald  
**Sent:** Monday, February 04, 2008 3:39 PM  
**To:** 'dnt@cogganlaw.com'  
**Cc:** Platt, Robert; Lee, Mark  
**Subject:** proposed protective order in TM v. RMG

David:

Upon further review of the proposed Stipulated Protective Order we sent you some time ago, we would like to make a few revisions, both to correct some typos and inconsistencies and to revisit how the order would relate to other actions. Attached is a revised, redlined draft, showing the changes to the prior version. Please contact us regarding the proposed order at your convenience.

Regards,

Donald R. Brown  
Manatt, Phelps & Phillips, LLP  
11355 West Olympic Blvd.  
Los Angeles, CA 90064  
310-312-4318 (phone)  
310-914-5817 (fax)

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3/12/2008

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